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less of the truth or falsity of plaintiff's contention that the trustee could not legally have sold the liquor, the title to the stock of liquor passed to the trustee upon the adjudication in bankruptcy, by virtue of § 70a (5) of the Bankruptcy Act, which provides that the trustee shall acquire the bankrupt's title to "property which prior to the filing of the petition, the bankrupt could by any means have transferred." *Strub v. Gamble*, (C. C. A. 1915), 221 Fed. 253.

The question as to whether this provision of the Bankruptcy Act gives the trustee the right to compel an assignment of the license itself, is somewhat more difficult of decision. In *Fischer v. Cushman et al.*, 103 Fed. 860, the court held that the pecuniary interest which the license represents is "property which the bankrupt is bound to assist in realizing for his creditors." The court held further that the fact that the consent of the local board of police commissioners was necessary to effect a valid assignment, "does not defeat the claim of creditors to realize what can be obtained on an assignment if made." Accord: *In re Brodbine*, 93 Fed. 643; *In re Becker*, 98 Fed. 407; *In re Emrich*, 101 Fed. 231; *Marine National Bank et al v. McCreery & Co. et al.*, 218 Fed. 50; *In re Wiesel et al.*, 173 Fed. 718. But in *Bonnie & Co. v. Perry's Trustee*, 117 Ky. 459, it was held that such a license is a mere personal privilege, and is not such property that an insolvent debtor's transfer of it to a creditor is a preference. In *In re Doyle*, 209 Fed. 1, the court held that a renewal license granted to the bankrupt subsequent to the adjudication in bankruptcy did not constitute after-acquired property, because "the right to apply for a renewal was an inseparable incident to the unexpired term," and therefore upon the adjudication, the right to apply for a renewal as well as the right to the unexpired license passed to the trustee. In all the cases involving the title to liquor licenses mentioned supra, it was the custom for the licensing board to allow the licensee upon the surrender of his license to nominate his successor. This privilege gives the license a salable value. In some places it is the custom of the licensing board to issue a new license upon the surrender of the existing license, without any reference to the desires of the person surrendering the license; and thereupon to refund part of the fee paid for the unexpired license. Where neither of these customs prevails, the trustee can not secure an order to compel the bankrupt to surrender the license, for "it does not appear that the surrender would probably benefit the estate." *In re Beahn*, 212 Fed. 762.

BANKRUPTCY—WIFE'S HOUSEHOLD SAVINGS RECOVERABLE BY HUSBAND'S TRUSTEE.—Plaintiff, trustee in bankruptcy, brought suit to recover shares of stock purchased by the bankrupt's wife with savings accumulated from the husband's earnings given her weekly by the husband, while he was insolvent, for the maintenance of the household. *Held*, in favor of the trustee. *Milkman v. Arthe* (1914), 221 Fed. 134.

The defense contended that these savings were actual earnings by the wife for work performed by herself in the place of hired service. The court, while granting this contention, treated the fund thus accumulated as a mere gift. The reason for so treating the fund probably rests upon the fact

that a husband is entitled to his wife's domestic services and any money given her in payment of those services is therefore given without consideration. *Zuckerman v. Munz*, 48 Tex. Civ. App. 337, held that any amount saved by the wife out of the expense money given her by the husband while insolvent constitutes a gift, which can be avoided by a creditor. But money paid by the husband to the wife for services performed by her in cooking for the husband's hired hands is based upon a valid consideration and is beyond the reach of creditors, where the statute provides that the wages of a married woman for services performed "shall be free from the debts and control of her husband." *Falkenberg, etc. v. Johnson, etc.*, 19 Ky. Law Rep. 1606. *Ford Lumber and Manufacturing Co. v. Curd*, 150 Ky. 738, presents a set of facts similar to that considered in the principal case except that the husband's earnings here were considerably less. The court in this instance was of the opinion that the accumulations by the wife constituted no fraud upon the creditors, because the earnings were "not more than reasonably sufficient to comfortably provide a home." The Court seems to reason as follows: The insolvent debtor and his wife could have spent all the earnings each week and the creditors could not have reached any part; therefore the creditors should not be in any better position merely because part of the earnings was saved; to hold otherwise would deny to the debtor and his wife the fruits of their industry and economy. But this view overlooks the fundamental principle that it is the duty of an insolvent debtor to economize in favor of his creditors. And the reasoning of this case, if carried to its logical conclusion, would overthrow the generally accepted proposition that the creditors, subject to the exemption laws, have a claim to all assets legally belonging to the insolvent, regardless of how such assets may have been accumulated.

BILLS AND NOTES—NOTICE OF DISHONOR.—Plaintiff sues to recover from the indorser on a foreign bill of exchange. The cashier of the plaintiff bank, who was a notary public, testified that upon due presentment and dishonor, he had personally mailed notice of dishonor at the post-office; that he had on the same day attached a certificate of protest to the bill and also had written across the note "Protested for payment" with his name and date. Another witness testified that such writing was not on the bill several days after it was alleged to have been written. The trial judge admitted evidence of non-receipt of the notice and allowed the case to go to the jury on the question of whether or not notice had been mailed; who found against the plaintiff. On error to the Supreme Court it was held no error. *First National Bank v. Star Watch Case Co.* (Mich. 1915), 152 N. W. 722.

The general rule is that the certificate of a notary public as to the posting of notice of dishonor is evidence that cannot be contradicted by evidence of non-receipt. *Wilson v. Richards*, 28 Minn. 337. THE NEGOTIABLE INSTRUMENTS LAW makes actual receipt immaterial. § 107, Act 265 of Public Acts of Michigan, 1905. There would seem to be no essential distinction between a notary's certificate and his sworn testimony, and this is apparently conceded by the court. It takes the case from the operation of the general rule